REMARKS

Reexamination and reconsideration of this application in view of the following remarks is respectfully requested. By this amendment, claims 1-9 and 11-20 are amended; no claims are canceled; and no new claims are added. After this amendment, claims 1-20 remain pending in this application.

Claim Rejections - 35 USC §102

Reconsideration of the rejection of claims 1-20 under 35 U.S.C. §102(e) as being anticipated by McClung, III, (U.S. Pat. No. 7,107,225 B1), is respectfully requested in view of the amendments to claims 1-9 and 11-20, and for the following reasons.

The business system of McClung discloses "a method in which a vendor who sells a business or service to a consumer maintains a record of the sale and monitors that item (or service) for a preset time period." See col. 1, lines 34-37 of McClung. In other words, McClung discloses a system wherein the entity ("host system") that sells a product is also the entity that monitors the price of that product. To further confirm this interpretation of the business system of McClung, please refer to the last element of claim 1 of McClung, which also makes it clear that the entity that sells the product is also the entity that monitors the price of the product, to wit:

> "wherein **the item is purchased via a host system** and the host system records the first price and information identifying the customer; **the host system conducts the monitoring**, noting, and calculating steps . . . " [Emphasis added]

On the other hand, with the Applicant's invention, the entity that sells a product is not the entity that monitors the price of the product. With the Applicant's invention, a first web site 104 determines a current price for a product that was purchased by a user at a second web site 106. With the Applicant's invention, the first web site 104 and the second web site 106 are different web sites. This feature is illustrated in FIG. 1 of the specification where web site 104 and web site 106 are shown as being separate and apart. McClung fails to disclose a system in which the

web site that determines the current price for the product, and the web site at which the product was purchased, are different web sites.

The Examiner cited 35 U.S.C. §102(e), and a proper rejection requires that a single reference teach, i.e., identically describe, each and every element of the rejected claims as being anticipated by McClung. "To anticipate a claim, the reference must teach every element of the claim". See MPEP ¶2131. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the . . . claim." Richardson v. Suzuki Motor Co., 868 F2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

McClung fails to disclose all the steps of amended claim 1. In particular, McClung fails to disclose the first step of amended claim 1, to wit:

> "receiving, by a **first web site**, information directly from a user, the information being associated with a product and/or service that was purchased by the user from **a second web site <u>different from</u> the first web site**, wherein the information includes the purchase price of the product and/or service and wherein the second web site offers purchase price protection for the product and/or service;"

The argument set forth above with regard to claim 1, also applies to independent amended claims 8 and 15.

In addition, by virtue of this amendment, dependent claim 2 was amended to include the following limitations,

> "wherein the first web site includes a web page having a list of text fields and identifiers for the user to enter at least one of the following information associated with a product and/or service that was purchased by the user from the second web site, the user thereby providing information directly to the first web site: . . ."

The changes made to amended claim 2 find support in Figure 3B, and on page 15, line 15 to page 16, line 1, of the specification. McClung fails to disclose a web site that includes a web page having a list of text fields and identifiers for the user to enter the type of information that is recited in claim 2.

It should also be noted that the amended claims 1 and 2 also recite that the user communicates directly with the web site 104 that determines the current price for a product. When using the Applicant's invention, a user does not communicate (for the purpose of determining the current price of the product) with the web site 106 that sold the product to the user. This is in contrast with McClung, where, in order to determine the current price of the product, the user communicates directly with the web site that that sold the product to the user. In turn, the web site that that sold the product to the user may communicate with another web site that determines the current price for the product.

Furthermore, claims 2-7 depend upon independent claim 1, claims 9-14 depend upon independent claim 8, and claims 16-20 depend upon independent claim 15, and because dependent claims recite all the limitations of the independent claim, it is believed, for this additional reason, that dependent claims 2-7, 9-14 and 16-20 also recite in allowable form.

Accordingly, in view of the remarks above, in view of the amendments to claims 1-9 and 11-20, and because McClung does not teach, anticipate, or suggest the presently claimed invention, the Applicant believes that the rejection of claims 1-20 under 35 U.S.C. §102(e) has been overcome. The Examiner should withdraw the rejection of these claims.

Conclusion

The foregoing is submitted as full and complete response to the Office Action mailed March 7, 2007. It is believed that the application is now in condition for allowance. Allowance of claims 1-20 is respectfully requested.

No amendment made was related to the statutory requirements of patentability unless expressly stated herein. No amendment made was for the purpose of narrowing the scope of any claim, unless the Applicant has argued herein that such amendment was made to distinguish over a particular reference or combination of references.

The Applicant acknowledges the continuing duty of candor and good faith in the disclosure of information known to be material to the examination of this application. In accordance with 37 CFR §1.56, all such information is dutifully made of record. The foreseeable equivalents of any territory surrendered by amendment is limited to the territory taught by the information of record. No other territory afforded by the doctrine of equivalents is knowingly surrendered and everything else is unforeseeable at the time of this amendment by the Applicant and his attorneys.

The present application, after entry of this Response, comprises twenty (20) claims, including three (3) independent claims. The Applicant has previously paid for twenty (20) claims including three (3) independent claims. The Applicant, therefore, believes that a fee for claims amendment is currently not due.

The Commissioner is hereby authorized to charge any fees that may be required or credit any overpayment to Deposit Account No.: **50-1556**.

PLEASE CALL the undersigned attorney at (561) 989-9811, should the Examiner believe a telephone interview would help advance prosecution of the application. Reconsideration, re-examination, and allowance of the present claims are requested.

Respectfully submitted,

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